

03-21-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings → → → ▼



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Ableco Finance LLC

2-28-03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other limited liability company

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: February 21, 2003

2. Name and address of receiving party(ies)

Name: TransTechnology Corporation

Internal

Address: 700 Liberty Ave.

Street Address: _____

City: Union State: NJ Zip: 07083-8198

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1134995

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephen L. GrantInternal Address: Hahn Loeser & Parks LLP1225 W. Market St.Akron OH 44313

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen L. Grant

Name of Person Signing

Signature

Date

26 FEB 2003

Total number of pages including cover sheet, attachments, and document: _____

6

03/21/2003 ECDOPER 00000041 1134995

01 FC:8521
02 FC:852240.00 MB
150.00 KBdocuments to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002696 FRAME: 0380

Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s): 75/657952, 75/657953, 76/038730, 76/038427, 76/018547, and 76/018545

B. Trademark Registration No.(s):

**TERMINATION AND RELEASE
OF ASSIGNMENT FOR SECURITY (TRADEMARKS)**

TERMINATION AND RELEASE OF ASSIGNMENT FOR SECURITY (TRADEMARKS) ("Release"), dated as of February 2, 2003, by ABLECO FINANCE LLC, as Agent (the "Agent").

WHEREAS, pursuant to the terms of that certain Assignment for Security (Trademarks) dated as of August 7, 2002 (the "Assignment for Security") between TRANSTECHNOLOGY CORPORATION, a Delaware corporation ("TransTechnology"), and the Agent and in furtherance of the terms of that certain Financing Agreement dated as of August 7, 2002 (the "Financing Agreement") among TransTechnology, NORCO, Inc., a Connecticut corporation ("NORCO"), TCR Corporation, a Minnesota corporation (now known as TT Minnesota Corporation, and collectively with TransTechnology and NORCO, the "Borrowers"), the certain lenders from time to time a party thereto and the Agent, TransTechnology pledged, conveyed, sold, assigned, transferred and set over to the Agent, and granted to the Agent for the benefit of such lenders, a continuing security interest in all right, title and interest of TransTechnology in, to and under all trademarks, trademark registrations and applications with United States Patent and Trademark Office listed on Schedule 1A attached hereto, and all good-will of the business symbolized by such trademarks, trademark registrations and applications, and all proceeds therefrom (such trademarks, trade name registrations and applications, and associated good-will and proceeds being referred to herein as the "Named Trademarks");

WHEREAS, as of the date hereof, NORCO has sold its business and substantially all of its assets (the "NORCO Disposition"), to Marathon Power Technologies Company, a Delaware corporation;

WHEREAS, in connection with the NORCO Disposition, the Borrowers have agreed to repay and satisfy in cash in full all of the Obligations, as defined under the Financing Agreement (the "Satisfaction"); and

WHEREAS, in connection with the NORCO Disposition, and as a result of the Satisfaction, the Agent has agreed to terminate and release its security interest and all of the right, title and interest granted to it pursuant to the Assignment for Security (if any) in each of the Named Trademarks, and to terminate the Assignment for Security;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. **Release and Conveyance.** The Agent hereby terminates and releases its security interest in, and conveys, sells, assigns, transfers and sets over to TransTechnology all of its right, title and interest (if any) in and to each of the Named Trademarks.

2. **Release of TransTechnology.** TransTechnology is hereby released from its obligations under the Assignment for Security, and the Assignment for Security is hereby terminated.

3. No Other Terms or Conditions of Assignment for Security. All terms and conditions of the Assignment for Security and all terms and conditions of the Financing Agreement that specifically relate to the Assignment for Security are hereby deemed satisfied and shall have no further force or effect.

4. Further Assurances. The Agent agrees to authenticate and deliver to each of TransTechnology or its counsel such other writings or records and make and do all such other and further acts or things as TransTechnology or its counsel shall reasonably deem necessary or advisable to effectuate or better evidence the agreements, termination and release contained in this Release, in each case at the sole cost and expense of TransTechnology.

5. Effectiveness of Release. Notwithstanding the above, this Release shall become effective only upon the occurrence of the Payoff Date, as defined in that certain Termination and Release Agreement dated as February 21, 2003 among the Borrowers, certain other subsidiaries of TransTechnology and the undersigned.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

ABLECO FINANCE LLC, as Agent

By: 
Name: **KEVIN GENDA**
Title: **SR. VICE PRESIDENT**

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARK REGISTRATION AND APPLICATIONS)

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION SERIAL NUMBER</u>
BREEZE	1,134,995	
MISCELLANEOUS DESIGN		75/657,952
ENGINEERED PRODUCTS FOR GLOBAL PARTNERS		75/657,953
TRANSTECHNOLGY		76/038,730
TRANSTECHNOLGY		76/038,427
TRANSTECHNOLGY		76/018,547
TRANSTECHNOLGY		76/018,545

**THE FOLLOWING PAGE WAS NOT RECORDED WITH
THE USPTO BUT IS A SCHEDULE TO
THE ASSIGNMENT FOR SECURITY**

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Mark	Country	Trademark #	Date	Owner
BREEZE	CA	404196	10/23/1992	TransTechnology Corporation
BREEZE	JP	2017624	1/26/1988	TransTechnology Corporation
ERC	JP	2,055,760	6/24/1988	TransTechnology Corporation
TRANSTECHNOLOGY	EC	CTM App 001606581	7/4/2000	TransTechnology Corporation

9296406.3

RECORDED: 02/28/2003

TRADEMARK
REEL: 002696 FRAME: 0387